

REQUEST FOR FAX QUOTE - THIS IS NOT AN ORDER

Please complete and return this form with your quotation RETURN FAX NUMBER (540) 853-1513

CITY OF ROANOKE Purchasing Division 215 Church Avenue, Room 202 Roanoke, Virginia 24011

DATE: May 6, 2016	RESPOND BY: May 11, 2016			
RFQ# 16-08-12A Streetlight Pole Painting	(If your response is not received by 2:00 p.m. on May 11, 2016 your quotation may not be considered)			
	No. of pages including coversheet: 23			
From: Jill Newman Buyer		DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED BELOW		
E-MAIL ADDRESS: jill.newman@roanokeva.gov		Sample Contract – Attachment A		
TELEPHONE NUMBER (540) 853-2871		Cards Payable Application – Attachment B		
EAV DETUDNININADED (540) 050 4540				
FAX RETURN NUMBER (540) 853-1513				

PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be posted in the foyer area of the 2nd floor of the Noel C. Taylor Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

DESCRIPTION	Lump Sum Bid Price
Streetlight Pole Painting, as described herein. (Exhibit 2 of the Sample Contract)	\$

BID PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT SHIPPING AND HANDLING CHARGES AS NECESSARY TO PERFORM WORK.

ALL WORK MUST BE COMPLETED WITHIN SIXTY (60) CALANDAR DAYS OF THE ISSUANCE OF A PURCHASE ORDER BY THE CITY.

<u>VENDORS INTERESTED IN RESPONDING TO THIS REQUEST FOR QUOTE ARE ENCOURAGED TO TRAVEL TO</u>
THE WORK SITE AND EXAMINE THE AREA PRIOR TO SUBMITTING A QUOTE TO THE CITY.

THE CITY RESERVES THE RIGHT TO ADD/DELETE LINE ITEMS AS DEEMED NECESSARY.

THE CITY RESERVES THE RIGHT TO CANCEL OR REJECT THIS REQUEST FOR QUOTE OR REJECT ANY OR ALL QUOTES, TO WAIVE ANY INFORMALITIES IN ANY QUOTE AND TO PURCHASE ANY WHOLE OR PART OF THE ITEMS OR SERVICES LISTED IN THE REQUEST FOR QUOTE.

THE CITY WILL REVIEW EACH RESPONSIVE QUOTE AND WILL MAKE AN AWARD THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

SUCCESSFUL BIDDER SHALL BE REGULARLY AND CONTINUOUSLY ENGAGED IN THE BUSINESS OF PROVIDING STEEL, CAST IRON, AND OTHER OUTDOOR METALLIC PAINTING FOR A MINIMUM OF FIVE (5) YEARS.

EACH BIDDER IS REQUIRED TO SUBMIT DOCUMENTATION OF EXPERIENCE, INCLUDING BUT NOT LIMITED TO, ANY EXPERIENCE WORKING ON VDOT STEEL BRIDGES AND OTHER VDOT METALLIC FACILITIES ON THE QUOTE FORM

Experience

Project Name	Reference #	Details	VDOT Project? (Y/N)	Customer Contact Info.

BIDDER SHALL POSSESS A CLASS A OR CLASS B CONTRACTOR'S LICENSE AS PER THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION IN THE COMMONWEALTH OF VIRGINIA.

BIDDER _	DOES HAVE	_ DOES NOT HAVE A	VIRGINIA CONTE	RACTOR'S LICENS	E. (CHECK	APPROPRIATE
BLOCK).	IF BIDDER HAS A	VIRGINIA CONTRACT	TOR'S LICENSE,	CIRCLE THE CLAS	S BIDDER H	IAS AND LIST
THE	NUMBER. LICENSE	ED "CLASS A", "CLAS	SS B", OR "CLAS	SS C" VIRGINIA CO	NTRACTOR	NUMBER

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

TO:

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE	
BUSINESS NAME/DBA NAME (If different than the Full Legal Name)	TA NAME	FEDERAL TAXPAYER (If different than ID# above)	R NUMBER	PAYMENT TERMS	
BILLING NAME		EEDEDAI TAYDAYEE	O NII IMRED	Net 30	
(Company name as it appears on your inv	oice)	FEDERAL TAXPAYER NUMBER (If different than ID# above)			
PURCHASE ORDER ADDRES	PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		
CONTACT NAME/TITLE (PRIN	T)	SIGNATURE (IN INK)		DATE	
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER		FAX NUMBER	
*BUSINESS CLASSIFICATION	LARGE	SMALL	☐ MINORITY-OWNED	D	
The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:					

A	Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is
B	Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is
C	Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need more space to explain why such offeror is not required to be authorized to transact business in Virginia.

Attachment A to RFQ#16-08-12A CITY OF ROANOKE, VIRGINIA SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND

FOR STREETLIGHT POLE PAINTING

This Contract # is dated, 20, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and				
hereinafter referred to as the "Contractor," {NOTE: Use one of the following if applicable.} {a corporation.} {an Individual.} {a Partnership.} {a Limited Liability Company.}				
WITNESSETH:				
WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for streetlight pole painting and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.				
NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:				
SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.				
For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:				
 Insurance Requirements (Exhibit 1). Scope of Work (Exhibit 2). 				
Quote Completed by Contractor and dated (Exhibit 3). (To be provided after selection of Successful Bidder.)				
The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.				
SECTION 2. CONTRACT AMOUNT.				
The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, for the total amount of \$, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City.				

SECTION 3. TERM OF CONTRACT.

The Successful Bidder shall start the performance of any resultant Contract as fixed by a notice to proceed given by the City to the Successful Bidder and fully and completely perform the Contract within sixty (60) consecutive calendar days after such date, all in accordance with the Contract provisions.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working. The work shall be completed within sixty (60) Calendar days from the issuance of the Notice to Proceed.

SECTION 5. PAYMENT.

- A. Payment shall be requested for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the City. A written report detailing work completed shall accompany the request for payment together with sufficient documentation of all reimbursable expenses or costs.
- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. All work actually performed, services actually supplied, and/or materials or goods furnished to the City need to be approved and accepted by the City prior to such payment unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by the Contractor directly to the City's Transportation Division. Approval and payment of such invoices shall be the responsibility of the Transportation Superintendent or designee. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.
- C. The services the contractor may be requested to provide the City are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Bid Form) which list of services may be amended by the mutual agreement of the parties. Unless otherwise stated in this Contract, the prices(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping and other charges.

SECTION 6. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 22. FAITH BASED ORGANIZATIONS.

<u>Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.</u>

SECTION 23. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 24. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 26. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 27. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 28. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 29. NOTICES.

To City:

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

City of Roanoke

Facsimile:	(540)
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW

Facsimile:	Roanoke, Virginia 24011 (540) 853-1513		
If to Contractor:	Attn:	, President/CEO	
Email Address: Phone:			

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 30. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 31. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

- If the termination or stop work order is due to the failure of the Contractor to fulfill any of
 its Contract obligations, the City may take over the Work and prosecute the same to
 completion by contract or otherwise. In such case, the Contractor shall be liable to the
 City for any damages allowed by law, and upon demand of City shall promptly pay the
 same to City.
- Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the <u>Va. Code</u>, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

SECTION 37. FINAL CLEANING.

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Contractor.

SECTION 38, PROTECTION ON SITE.

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SECTION 39. SAFETY AND HEALTH PRECAUTIONS.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 40. PROTECTING THE PUBLIC.

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

SECTION 41. PROTECTING THE WORK AND ADJACENT PROPERTY.

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 42. EMERGENCIES.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

SECTION 43. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

SECTION 44. DAMAGE TO OTHER WORK OR UTILITIES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 45. WEATHER DAMAGE OR DELAY.

Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

SECTION 46. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City.

SECTION 47. RELEASE BY CONTRACTOR.

The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 48. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

SECTION 49. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, **a**nd referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Contractor)

By_______

Printed Name and Title

CITY OF ROANOKE, VIRGINIA

WITNESS:

By_______

City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Printed Name and Title

Approved as to form:

Approved as to Execution:

City Attorney

City Attorney

Appropriation and Funds Required

Account #_____

for this Contract Certified:

Director of Finance

EXHIBIT 1 TO CONTRACT BETWEEN CITY OF ROANOKE AND______ FOR STREETLIGHT POLE PAINTING

REFERENCE: RFQ# 16-08-12A

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:
 - (1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

- (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo, if transporting hazardous materials.
- (3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
- E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

EXHIBIT 2 TO CONTRACT BETWEEN CITY OF ROANOKE AND ______ FOR STREETLIGHT POLE PAINTING

REFERENCE: RFQ# 16-08-12A

SCOPE OF WORK

The following are the services and/or items that the Successful Bidder will be required to provide and such services are to be included in the bids.

The Successful Bidder shall provide all labor, materials, and equipment for application of protective coatings for City of Roanoke decorative streetlight poles. The work shall include protection of surfaces not to be painted, surface restoration, furnishing, and applying coating materials (SHERWIN WILLIAMS's products as described herein). The Successful Bidder shall coordinate the work with the City of Roanoke Project Manager and will prioritize the work beginning with poles located on Wells Ave in front of the Hotel Roanoke.

SCOPE

There are eighty-eight (88) streetlight poles that require cleaning and painting. The streetlight poles are 12-feet high with a 3-foot luminaire extension head. All poles are manufactured of cast iron/steel. The work shall include the provision of furnishing all required labor, materials, and equipment (including traffic control) necessary for the complete execution of the streetlight pole painting project. All work shall be completed within sixty (60) days upon notice to proceed is issued. The Streetlights are located on Jefferson Street, Wells Avenue, and Shenandoah Avenue (See aerial map below for specific locations). The travel lanes shall not be closed but the parking spaces next to the poles being worked on can be blocked off. The Successful Bidder is responsible for notifying all those will be affected by the changes in the parking area and the anticipated work. The Successful Bidder shall provide traffic control, including all labor and materials necessary to barricade parking spaces and protect the work area. Make use of caution tape, traffic cones, or similar barriers to isolate the work zone from passers by. The weather shall be monitored to ensure that the work will not take place, or be in an uncured/wet condition, during rain events. Extreme care shall be taken with the poles as they are unique to the Hotel area and there are no replacement poles or parts. If any repairs need to be made to the poles prior to the commencement of painting, the Successful Bidder shall contact the City of Roanoke Project Manager before continuing any work.

Materials

Paint materials shall conform to Section 231 of the 2016 Road and Bridge Specifications published by VDOT. Paint materials shall be delivered in sealed, original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing. Protective coating material shall comply with the regulation of the Environmental Protection Agency's Resource Conservation and Recovery Act. The Successful Bidder shall paint each streetlight pole black (gloss finish) using the following designated products:

Sherwin Williams Macropoxy 646 Fast Cure Epoxy, Sherwin Williams Acrolon 218 HS (Acrylic Polyurethane)

When not in use all paint and other product and liquid containers shall have their lids firmly affixed and be stored upright and protected against damage and tipping. The Successful Bidder shall have adequate spill response and clean-up supplies on hand at all times and be competent in their use/deployment.

Surface Preparation/Restoration

The Successful Bidder shall test the coating of the streetlights for hazardous material prior to starting the surface preparation. Prior to any coating application, all surface contamination (oil, grease, loose paint,

mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers) shall be removed from all streetlight poles. All poles shall be cleansed thoroughly with 100-150 Grit sandpaper along with a water based cleanser to assure proper paint application. Rough and sharp edges shall be rounded off. No debris or paint shall be left on City or private properties during the surface preparation process. Surface preparation for each pole shall conform to the Steel Structures Paint Council Surface Preparation Specification No. 2 (SSPC-SP2). The lighting fixtures and globes shall be removed from the light poles prior to cleaning and painting of the poles and the fixtures. The Successful Bidder shall use a multipurpose cleaner (plus water as need) to fully remove all foreign materials from the globes. The globes shall be completely dried out before placing them on the pole in their original position. The Successful Bidder shall establish a containment system to prevent wastes from contaminating soils or surface waters (a containment structure, a high efficiency particulate air filter vacuum or a ground cover). All paints and other debris generated during the surface preparation process are required to be placed in a closed container and properly labeled before they can be properly disposed. The Successful Bidder is responsible for removal and disposal of any debris.

The Successful Bidder is responsible for ensuring all of its staff are equipped with appropriate safety apparel and/or equipment necessary to complete the work described herein. The Successful Bidder shall take reasonable care to protect the surface area surrounding the poles to ensure that no paint chips, dust and harmful debris enter the soils, sewers or ground water. All waste product shall be prevented from entering the Roanoke City Storm water system, in compliance with City Code 11.3-4. Ensure that all employees understand the strict prohibition against discharging/dumping any wastes or other items into portions of the stormwater drainage network (including gutters and inlets). Clean brushes and other tools only where a direct connection to the wastewater/sanitary sewer system is available (mop sink, shop sink, custodial basin, etc...).

The Successful Bidder shall provide a detailed traffic control plan and detailed debris removal & control plan to the City prior to commencement of work.

Prime Coat

The primer shall be strictly applied in accordance with the manufacturer's recommendation and instructions. During the prime coating process, all surfaces shall be kept free of moisture, oil, grease, and other foreign material until coated. Upon the completion of prime coating, all poles shall be dried out as per manufacturer's recommendation to achieve maximum adhesion.

Finish/Topcoat

All surface preparation must have been completed as previously indicated. The contents of each component shall be thoroughly mixed with low speed power agitation. No pigment shall remain on the bottom of the paint container. Paint shall be applied at the recommended film thickness and spreading rate as instructed by the manufacturer.

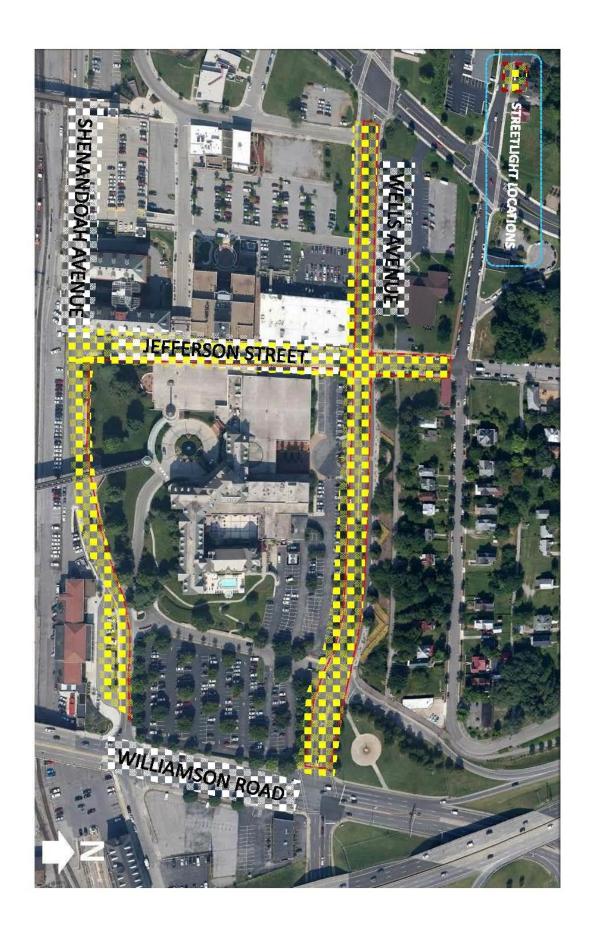


EXHIBIT 3 TO CONTRACT BETWEEN CITY OF ROANOKE AND_____ FOR STREETLIGHT POLE PAINTING

REFERENCE: RFQ # 16-08-12A

Fax Quote Completed by Contractor Dated:

(FAX QUOTE TO BE ATTACHED AFTER AWARD.)

ATTACHMENT B TO RFQ# 16-08-12A

CARDS PAYABLE APPLICATION

The City of Roanoke is committed to effective and efficient use of its financial resources. To support this commitment, the City implemented an electronic Card Payables program to streamline the accounts payable process. This program will allow the use of MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution, Fifth Third Bank, to make electronic payments.

A unique VCN number will be issued for each invoice transaction. The VCN will be issued by the City upon approval and delivered via secure email from the Bank to the designated individual of the applying company (applicant). Instructions will be provided on how to retrieve the assigned VCN and how to provide the required invoice detail. The VCN can be processed through a normal point of sale (POS) terminal. Upon acceptance of this payment arrangement the applicant will need to ensure the Bank's email address is allowed through its organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, the applicant may also take advantage of the following Purchasing Card benefits:

- Improved cash flow receive payment in 48 72 hours from invoice approval
- Reduced credit and collection expenses reduce administrative costs incurred on collections and late payments
- Rate Improvement potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your Bid Form so we can update our vendor records. Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.

A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.

The City is committed to this initiative and encourages support from its vendors. The program should prove beneficial to both of the City and vendor organizations.

Please address any questions to Rene Satterwhite at 540-853-5209 or rene.satterwhite@roanokeva.gov.

Please complete the following information and return it along with your Bid Form.

of Roanoke Yes	Card transaction fees may apply)	
	ard merchant acceptor. t Card transaction fees may apply) cted to become a MasterCard acceptor or	r to discuss my current merchant
processing arrangemen Yes ☐ No ☐		,
Company Name:		
TIN		
Contact Name:		
Address:		
City, State, ZIP		
Email Address:		
Fax Number:		
Phone Number:		
Signed:		
Title:		
Date:		
	For office use only	
Vendor #	Email verification sent	Entered/by Date
Advantage		
Entered/by Date 5 th 3 rd Direct		
Approved AP Supervisor	Approved Accounting_	